

## AWARD/CONTRACT

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1. CONTRACT (Proc. Inst. Ident.) NO.

DTFAAC-04-D-00119

2. EFFECTIVE DATE

08/16/2004

3. REQUISITION/PURCHASE REQUEST/PROJECT NO.

AC-04-00082

4. ISSUED BY

COD

AMQ0310-ARC

5. ADMINISTERED BY (If other than Item 4)

COD

AMQ340-ARC

AMQ-310 CONTRACTING TEAM  
FAA AERONAUTICAL CENTER  
PO BOX 25082  
MPB ROOM 380  
OKLAHOMA CITY OK 73125

AMQ-340 CONTRACT MANAGEMENT TEAM  
FAA AERONAUTICAL CENTER  
PO BOX 25082  
MPB ROOM 369  
OKLAHOMA CITY OK 73125

6. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

UNITED PARCEL SERVICE CO  
1400 N HURSTBOURNE PKY  
LOUISVILLE KY 40223

7. DELIVERY

☐ FOB ORIGIN☒ OTHER (See below)

8. DISCOUNT FOR PROMPT PAYMENT

PROMPT NET 30

9. SUBMIT INVOICES

(4 copies unless otherwise specified)  
TO M E ADDRESS SHOWN IN:

ITEM

G. 3

ATTN RICHARD E BARR VP FLIGHT OPERATION

CODE

FACILITY CODE

10. SHIP TO/MARK FOR

CODE

A6973K9M

11. PAYMENT WILL BE MADE BY

CODE

AAC

A6973K9M

6973K9 FAA AERO CENTER AMA-260  
CONTRACTS & PROG ADM BR, ANF1, RM204A  
PO BOX 25082 M  
OKLAHOMA CITY OK 731250082

FA4 AAC  
DOT/FAA AMZ-100  
PO BOX 25710  
OKLAHOMA CITY OK 73125

12. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

13. ACCOUNTING AND APPROPRIATION DATA

See Schedule

14A. ITEM	14B. SUPPLIES/SERVICES	14C. O M	14D. UNIT	14E. UNIT PRICE	14F. AMOUNT
	Continued...				

14G. TOTAL AMOUNT OF CONTRACT \$0.00

## 15. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	17
X	B	SUPPLIES OR SERVICES AND PRICE/COST	3			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	21
X	D	PACKAGING AND MARKING	13			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	13	X	K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	By Ref
X	F	DELIVERIES OR PERFORMANCE	14	X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	By Ref
X	G	CONTRACT ADMINISTRATION DATA	15	X	M	EVALUATION FACTORS FOR AWARD	By Ref
X	H	SPECIAL CONTRACT REQUIREMENTS	16				

## CONTRACTING OFFICER WILL COMPLETE ITEM 16 OR 17 AS APPLICABLE

16. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18A. NAME AND TITLE OF SIGNER (Type or print)

17. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DTFAAC-04-R-00011  
Including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Contract Authority's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME OF CONTRACTING OFFICER

Marilyn K. Hampton

18B. NAME OF CONTRACTOR

18C. DATE SIGNED

19B. CONTRACT AUTHORITY

19C. DATE SIGNED

BY

(Signature of person authorized to sign)

BY

(Signature of the Contracting Officer)

8/16/04

Original

## CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

UNITED PARCEL SERVICE CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DISTR: T Mark For: William R. Benhoff, AMA-260</p> <p>FOB: Destination Period of Performance: 08/16/2004 to 08/15/2005</p> <p>***** ACCEPTED AS TO ITEMS 001-003 BASE YEAR ONLY PER CONTRACTOR'S OFFER DATED APRIL 5, 2004 COVERING McDONNELL DOUGLAS MD-11 PILOT QUALIFICATION TRAINING AND JULY 28, 2004 FACSIMILE LETTER VERIFYING PRICE VALIDITY AND ACCEPTANCE OF CLAUSE I.4. ***** CONTRACTOR SHALL FURNISH ALL NECESSARY FACILITIES, CLASSROOMS, TRAINING MATERIALS, INSTRUCTOR(S), AND AIRCRAFT TO ENABLE FAA PILOT TO PASS TEST FOR CERTIFICATION IN AIRCRAFT LISTED BELOW IN ACCORDANCE WITH ATTACHED CLAUSES AND APPENDIX A (WHEN APPLICABLE), WHICH ARE ATTACHED HERETO AND INCORPORATED HEREWITH. ***** NOTE: IF CONTRACTOR'S APPROVED FAA TRAINING PROGRAM CONSISTS OF MORE HOURS THAN THE MINIMUM STATED, PRICE SHOULD REFLECT THE TOTAL HOURS IN THE FAA APPROVED PROGRAM. ***** IN ACCORDANCE WITH THE REQUIREMENTS AND SPECIFICATIONS CONTAINED HEREIN. PROVIDE PER PILOT/INSPECTOR, THE TRAINING HOURS CONTAINED IN THE CONTRACTOR'S FAA APPROVED TRAINING PROGRAM OR THE MINIMUM HOURS SPECIFIED BELOW, WHICHEVER IS GREATER, IN SUPPORT OF FAA ACADEMY, AMA-260, REQUIREMENTS. ***** ATTENTION CONSIGNEE(S): THIS AWARD HAS BEEN MARKED FOR 3-WAY MATCHING. YOU MUST PERFORM ACCEPTANCE IN PRISM IN ORDER FOR THE VENDOR TO BE PAID. *****</p> <p>REMITTANCE ADDRESS:</p> <p>United Parcel Service Accounts Receivable 1400 N. Hurstbourne Parkway Louisville KY 40223</p> <p>Continued ..</p>				

SOLICITATION, OFFER AND AWARD			PAGE OF PAGES 1   26				
1. CONTRACT NO DTFAAC-04-D-00119		2. SOLICITATION NUMBER DTFAAC-04-R-00011		3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFI)			
4. DATE ISSUED 03/10/2004		5. REQUISITION/PURCHASE NUMBER AC-04-00002					
6. ISSUED BY ANQ-110 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY ON 73125		7. ADDRESS OFFER TO (If other than item 6) FAA Customer Service Desk (NIB-140) Multi Purpose Building, Room 321 6500 S. MacArthur Blvd, PO Box 25002 Oklahoma city OK 73169					
NOTE: In sealed bid solicitations "day" and "days" mean "bid" and "bidding".							
SOLICITATION							
8. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 7, or if hand carried, in the depository located in <u>Multi Purpose Building, Room 321</u> until <u>1500 CS</u> local time <u>04/06/2004</u> (Hour) (Date)							
CAUTION: Late submissions, modifications and withdrawals. All offers are subject to all terms and conditions contained in this solicitation.							
9. FORT INFORMATION CAL.	A. NAME Marilyn Hampton	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 405 954-7867	C. E-MAIL ADDRESS Marilyn.K.Hampton@faa.gov				
10. TABLE OF CONTENTS							
(A)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	16
<input checked="" type="checkbox"/>	B	UNIT PRICES OR SERVICES AND PRICE/COST	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTIONS/WORK STATEMENT	6	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	20
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	12	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	12	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	21
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	13	<input checked="" type="checkbox"/>	L	INSTR. CONDOS. AND NOTICES TO OFFERORS	24
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	14	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	26
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	15				
OFFER (Must be fully completed by offeror)							
NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Assurances Printed.							
11. In compliance with the above, the undersigned agrees, if his offer is accepted within <u>                    </u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are placed at the prices set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
12. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	60 CALENDAR DAYS (%)	CALENDAR DAYS (%)		
13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
14A. NAME AND ADDRESS OF OFFEROR United Parcel Service Co. 1400 N. Hurstbourne Pkwy. Louisville, KY 40223		15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Richard E. Barr Vice President Flight Operations					
14B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 502 359-7871		14C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		16. SIGNATURE Richard E. Barr			
17. OFFER DATE 4/5/04							
AWARD (To be completed by CONTRACT AUTHORITY)							
18. ACCEPTED AS TO ITEMS NUMBERED		19. AMOUNT		20. ACCOUNTING AND APPROPRIATION			
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
23. ADMINISTERED BY (If other than item 6)		24. PAYMENT WILL BE MADE BY		CODE			
25. NAME OF CONTRACTING OFFICER (Type or print)		26. CONTRACT AUTHORITY (Signature of Contracting Officer)		27. AWARD DATE			

IMPORTANT: Award will be made on this form, or by other authorized official written notice.



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Page 2b

**United Parcel Service**802 Grade Lane  
Louisville, KY 40213  
(502) 359-8800**July 28, 2004**Marilyn K. Hampton  
Contracting Officer, AMQ-310  
Federal Aviation Administration  
P.O. Box 25082  
Oklahoma City, OK 73125

Dear Ms Hampton,

1

Reference your Fax regarding Solicitation DTFAAC-04-R-00011. The pricing in our proposal dated April 5, 2004 is still valid and we have no objection to the addition of clause L4 on page 18 of the contract document.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter A. Laurentz".

Peter A. Laurentz  
Flight Training Manager

PAL:jcw

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NAME OF OFFEROR OR CONTRACTOR

UNITED PARCEL SERVICE CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	***** PART I - SECTION B SUPPLIES OR SERVICES AND PRICES/COST PRICING SCHEDULE I - BASE YEAR *****				
001	BASE YEAR: McDonnell Douglas, MD-11 Initial Pilot Qualification Training (28229): ESTIMATED ANNUAL REQUIREMENT = 2 Pilots/Inspectors a. Ground School: CONTRACTOR'S PROPOSED HOURS = 111 b. Flight Training Device: (Minimum Level 5) (May be substituted for up to 4 hours of simulator instruction if contractor's approved program allows.) CONTRACTOR'S PROPOSED HOURS = 12 c. Flight Simulator Training: (Minimum Level "C") (including 100% initial test) CONTRACTOR'S PROPOSED HOURS = 24 Delivery: 365 Days After Award Project Data: 12XXAC028229.TN0310.ACRA660000.25104.12/18/2003.1240100000.42T000 Accounting Info: 1240100000.2004.402142T000.ACRA660000.25104.61006600.0000000000.0000000000.0000000000.0000000000.0000000000 0.0000000000 acct1: 1240100000 acct2: 2004 acct3: 402142T000 acct4: ACRA660000 acct 5: 25104 acct6: 61006600	2.00	EA	15,871.00	
002	BASE YEAR McDonnell Douglas, MD-11 Recurrent Pilot Qualification Training (28230): ESTIMATED ANNUAL REQUIREMENT = 2 Pilots/Inspectors a. Ground School: CONTRACTOR'S PROPOSED HOURS = 44 b. Flight Training Device: (Minimum Level 5) (May be substituted for up to 2 hours of simulator instruction if contractor's approved program allows.) CONTRACTOR'S PROPOSED HOURS = 4 c. Flight Simulator Training: (Minimum Level "C") (including 100% proficiency check) CONTRACTOR'S PROPOSED HOURS = 12 Delivery: 365 Days After Award Project Data: 12XXAC028230.TN0310.ACRA660000.25104.12/18/2003.1240100000.42T000 Accounting Info: 1240100000.2004.402142T000.ACRA660000.25104.61006600.0000000000.0000000000.0000000000.0000000000.0000000000 0.0000000000 acct1: 1240100000 acct2: 2004 acct3: 402142T000 acct4: ACRA660000 acct 5: 25104 acct6: 61006600	2.00	EA	7,213.00	
003	BASE YEAR Supplementary Training: Contractor shall provide Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

UNITED PARCEL SERVICE CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	additional training (when authorized by the contracting officer) that exceeds above specified training. a. Ground School @ \$65 per hour b. FTD Min Level 5 @ \$250 per hour c. Simulator Min Level "C" @ \$350 per hour d. Additional Instructor @ \$175 per hour Delivery: 365 Days After Award Project Data: 12XXAC028229.TN0310.ACRA660000.25104.12/18/2003.1240100000.42T000 Accounting Info: 1240100000.2004.402142T000.ACRA660000.25104.61006600.0000000000.0000000000.0000000000 0.0000000000 acct1: 1240100000 acct2: 2004 acct3: 402142T000 acct4: ACRA660000 acct 5: 25104 acct6: 61006600  ***** PART I - SECTION B SUPPLIES OR SERVICES AND PRICES/COST PRICING SCHEDULE II - FIRST OPTION YEAR *****				
004	FIRST OPTION YEAR McDonnell Douglas, MD-11 Initial Pilot Qualification Training (28229): ESTIMATED ANNUAL REQUIREMENT = 2 Pilots/Inspectors a. Ground School: CONTRACTOR'S PROPOSED HOURS = 111 b. Flight Training Device: (Minimum Level 5) (May be substituted for up to 4 hours of simulator instruction if contractor's approved program allows.) CONTRACTOR'S PROPOSED HOURS = 12 c. Flight Simulator Training: (Minimum Level "C") (including 100% initial test) CONTRACTOR'S PROPOSED HOURS = 24 Amount: \$32,852.00 (Option Line Item) Project Data: 12XXAC028229.TN0310.ACRA660000.25104.12/18/2003.1240100000.42T000 Accounting Info: 1240100000.2004.402142T000.ACRA660000.25104.61006600.0000000000.0000000000.0000000000 0.0000000000 acct1: 1240100000 acct2: 2004 acct3: 402142T000 acct4: ACRA660000 acct 5: 25104 acct6: 61006600	2.00	EA	16,426.00	
005	FIRST OPTION YEAR McDonnell Douglas, MD-11 Recurrent Pilot Qualification Training (28230): ESTIMATED ANNUAL REQUIREMENT = 2 Pilots/Inspectors a. Ground School: CONTRACTOR'S PROPOSED HOURS = 44 b. Flight Training Device: (Minimum Level 5) (May be substituted for up to 2 hours of simulator instruction if contractor's approved program allows.) Continued ...	2.00	EA	7.465.00	

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NAME OF OFFEROR OR CONTRACTOR

UNITED PARCEL SERVICE CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CONTRACTOR'S PROPOSED HOURS = 4 c. Flight Simulator Training: (Minimum Level "C") (including 100% proficiency check) CONTRACTOR'S PROPOSED HOURS = 12 Amount: \$14,930.00 (Option Line Item) Project Data: 12XXAC028230.TN0310.ACRA660000.25104.12/18/2003.1240100000.42T000 Ilccounting Info: 1240100000.2004.402142T000.ACRA660000.25104.610066000.0000000000100.000000001001.0000000000 0.0000000000 acct1: 1240100000 acct2: 2004 acct3: 402142T000 acct4: ACRA660000 acct 5: 25104 acct6: 61006600				
006	FIRST OPTION YEAR Supplementary Training Hours: Contractor shall provide additional training (when authorized by the contracting officer) that exceeds above specified training. a. Ground School @ \$67 per hour b. FTD Min Level 5 @ \$259 per hour c. Simulator Min Level "C" @ \$362 per hour d. Additional Instructor @ \$181 per hour Amount: \$0.00 (Option Line Item) Project Data: 12XXAC028229.TN0310.ACRA660000.25104.12/18/2003.1240100000.42T000 Accounting Info: 1240100000.2004.402142T000.ACRA660000.25104.610066000.0000000000100.000000001001.0000000000 0.0000000000 acct1: 1240100000 acct2: 2004 acct3: 402142T000 acct4: ACRA660000 acct 5: 25104 acct6: 61006600  ***** PART I - SECTION B SUPPLIES OR SERVICES AND PRICES/COST PRICING SCHEDULE III - SECOND OPTION YEAR *****				
007	SECOND OPTION YEAR McDonnell Douglas, MD-11 Initial Pilot Qualification Training (28229): ESTIMATED ANNUAL REQUIREMENT = 2 Pilots/Inspectors a. Ground School: CONTRACTOR'S PROPOSED HOURS = 111 b. Flight Training Device: (Minimum Level 5) (May be substituted for up to 4 hours of simulator instruction if contractor's approved program allows.) CONTRACTOR'S PROPOSED HOURS = 12 c. Flight Simulator Training: (Minimum Level "C") (including 100% initial test) CONTRACTOR'S PROPOSED HOURS = 24 Amount: \$34,000.00 (Option Line Item) Project Data: 12XXAC028229.TN0310.ACRA660000.25104.12/18/2003.1240100000.42T000 Continued ...	2.00	EA	17,000.00	

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NAME OF OFFEROR OR CONTRACTOR

UNITED PARCEL SERVICE CO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
008	Accounting Info: 1240100000.2004.402142T000.ACRA660000.25104.61006600.000000000000.0000000000 0.0000000000 acctl: 1240100000 acct2: 2004 acct3: 402142T000 acct4: ACRA660000 acct 5: 25104 acct6: 61006600  SECOND OPTION YEAR McDonnell Douglas, MD-11 Recurrent Pilot Qualification Training (28230): ESTIMATED ANNUAL REQUIREMENT = 2 Pilots/Inspectors a. Ground School: CONTRACTOR'S PROPOSED HOURS = 44 b. Flight Training Device:(Minimum Level 5) (May be substituted for up to 2 hours of simulator instruction if contractor's approved program allows.) CONTRACTOR'S PROPOSED HOURS = 12 c. Flight Simulator Training: (Minimum Level "C") (including 100% proficiency check) CONTRACTOR'S PROPOSED HOURS = 24 Amount: \$15,452.00 (Option Line Item) Project Data: 12XXAC028230.TN0310.ACRA660000.25104.12/18/2003.1240100000.42T000 Accounting Info: 1240100000.2004.402142T000.ACRA660000.25104.61006600.000000000000.0000000000 0.0000000000 acctl: 1240100000 acct2: 2004 acct3: 402142T000 acct4: ACRA660000 acct 5: 25104 acct6: 61006600	2.00	EA	7,726.00	
009	SECOND OPTION YEAR Supplementary Training Hours: Contractor shall provide additional training (when authorized by the contracting officer) that exceeds above specified training. a. Ground School @ \$70 per hour b. FTD Min Level 5 @ \$268 per hour c. Simulator Min Level "C" @ \$375 per hour d. Additional Instructor @ \$187 per hour Amount: \$0.00 (Option Line Item) Project Data: 12XXAC028229.TN0310.ACRA660000.25104.12/18/2003.1240100000.42T000 Accounting Info: 1240100000.2004.402142T000.ACRA660000.25104.61006600.000000000000.0000000000 0.0000000000 acctl: 1240100000 acct2: 2004 acct3: 402142T000 acct4: ACRA660000 acct 5: 25104 acct6: 61006600  Total amount of award: \$143,402.00.				



**PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT****C.1 GENERAL**

(a) Provide the services, as referenced below, in accordance with Paragraph C.2, Performance Work Statement (PWS), for McDonnell Douglas MD-11 Pilot Qualification Training.

(b) If the low offeror is an accredited college, the Federal Aviation Administration (FAA) desires college credits be offered to trainees successfully completing the proposed training; however, it is not a mandatory requirement. This will not be used as an evaluation factor.

**C.2 PERFORMANCE WORK STATEMENT -**

If the contractor's FAA approved program contains less than the minimum required hours of Part I, Section B, of this solicitation, the contractor is required to supplement their approved program with additional ground school/simulator/flight training, as appropriate, to the minimum required hours. Such additional training should cover systems/procedures or be otherwise directly related to the successful completion of the type rating/proficiency check. The contractor is requested, within the limits of their approved program, to substitute training directly related to the successful completion of the type rating/proficiency check rather than company specific training such as employee/customer relations, filling out company forms, evacuation training, company communications, or other items not directly related to the completion of the type rating/proficiency check.

**WHEN RESPONDING TO THIS SOLICITATION, THE CONTRACTOR IS REQUIRED TO SUBMIT A COPY OF THEIR FAA APPROVED TRAINING PROGRAM, ALONG WITH PROPOSED SUPPLEMENTAL ADDITIONS/CHANGES. THE APPROVED PROGRAM SUBMITTED MUST INCLUDE A COURSE SYLLABUS, INCLUDING PROPOSED ADDITIONS/CHANGES, IN SUFFICIENT DETAIL TO DETERMINE COMPLIANCE WITH THE MINIMUM HOURLY REQUIREMENTS OF THE SOLICITATION.**

The FAA will make every effort to enroll two pilot/inspectors per class. This will allow concurrent training at the captain and first officer positions during simulator/training device periods. It should be noted that the minimum required simulator, training device and aircraft times are per pilot/inspector in the Captains position (left seat). For example, during recurrent training, a requirement of 12 hours simulator time per pilot/inspector would mean a total of 24 hours of simulator required for a two-pilot/inspector class. When the FAA enrolls one pilot/inspector per class, it is expected that additional supplementary training may be required. **If an additional crewmember is required for training pilot/inspector under the "crew concept", the contractor will provide an additional instructor at the rate specified in Section B, Supplemental Training, to accomplish the duties of the additional crewmember. Supplemental training must be approved in advance on a case-by-case basis by the Contracting Officer.**

**Training of FAA pilot/inspectors is not to be conducted between the hours of midnight and 6:00 a.m., including simulator pre/post briefings.** A maximum of four hours simulator instruction per day or eight hours of ground school per day per inspector class is permitted. To maintain maximum continuity between simulator training sessions, the contractor is requested to minimize the switching of simulator instructors.

FAA personnel do not ordinarily operate the aircraft in which they are rated on a regular basis. Accordingly, it is necessary that they receive the most complete review possible when attending recurrent training. If the contractor's approved program allows for a partial review of systems and procedures during successive recurrent training periods, it is required that the contractor supplement their approved program to achieve a complete review for FAA pilot/inspectors during each recurrent course.

FAA personnel are usually performing other job functions prior to assignment to training and normally do not have time to devote to pre-course study. Additionally, due to circumstances beyond the control of the FAA or the pilot/inspector, a pilot/inspector may be assigned to training with short notice. If the contractor's approved program requires pre-course study prior to the trainee's arrival at the contractor's training facility, the contractor is required to supplement their approved course to allow for required pre-course study to be accomplished at the contractor's facility after the pilot/inspector's arrival. Such ground instruction must either be classroom or computer based training in accordance with the General Training Requirements of the solicitation.

If the contractor's approved training program is specific to an all-cargo aircraft configuration, the contractor is required to supplement their approved program with ground instruction covering differences with a passenger carrying configuration of the aircraft. Similarly, when the contractor's program is specific to an all passenger configuration, the contractor is required to supplement their program to cover differences with all-cargo configurations.

This solicitation requires simulator training to be conducted in a minimum approved Level C Simulator. The contractor may substitute an approved Level 6 or 7 Training Device or a Level A, B, C, or D Simulator for required Level 5 Training Device time specified in Part I, Section B, of this solicitation. Any level training device time may be substituted for the minimum required ground school time. Simulator pre/post briefing will be considered as ground school training. The contractor's approved i i program must allow any substitutions the contractor makes.

### C.3 DEFINITIONS (FEB 1997)

CLA.1103

The following definitions are used to define the terminology contained herein and are applicable as required by the Federal Aviation Regulations (FAR):

(a) Flight Time: Time from the moment the aircraft first moves under its own power for the purpose of flight until the moment the aircraft comes to rest at the next point of landing (block to block time).

(b) Approved Simulator: A mechanical and/or electronic device that simulates the full flight characteristic, navigation capability and all systems malfunction characteristics of a certain type and model aircraft, shall duplicate the aircraft cockpit throughout with precision, shall have at least three axis motion, visual system, be the most modern simulator in the contractor's inventory and be approved by the Federal Aviation Administration in accordance with FAR Part 121.407, Part 121, Appendix H, and FAA Advisory Circular, AC 120-40 (as amended).

(c) Training Device: A mechanical and/or electronic device that provides representation of a certain type and model aircraft to the extent of realistic flight deck environment, instrument responses, systems and performance, and flight characteristics of the aircraft and be approved by the Federal Aviation Administration in accordance with FAA Advisory Circular, AC 120-45 (as amended).

(d) Crew Concept: When one pilot/inspector is receiving pilot-in-command (PIC) training in a simulator/training device, the other pilot/inspector shall receive second-in-command training or flight engineer training (if applicable). When one pilot/inspector is receiving PIC training in the left seat of an airplane flight deck the other pilot/inspector shall receive observer time (flight deck seating permitted). No additional charge shall be made for the presence of, or instruction provided to, such additional FAA pilot/inspector.

(e) Initial Pilot Qualification: The contractor shall provide the aircraft and/or simulator, and training necessary to enable the FAA pilot/inspector to pass the practical test to Airline Transport Pilot (ATP) standards for a type rating on subject airplane, in accordance with applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

(1) Initial pilot qualification ground school.

(2) Initial pilot qualification simulator training including 100% practical test for students who possess necessary prerequisites required by the contractor's approved training program.

(3) Initial pilot qualification simulator training including 85% practical test for students who do not meet requirements for 100% practical test.

(4) Initial pilot qualification flight training including 15% practical test for students not meeting the requirements for 100% practical test in the simulator and when all flight training is to be conducted in the aircraft.

(f) Recurrent Pilot Qualification: The contractor shall provide the ground school, simulator and/or aircraft to enable the FAA pilot/inspector to pass the pilot-in-command (PIC) proficiency check to ATP standards on subject aircraft, in accordance with the applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

(1) Recurrent aircraft systems ground school.

(2) Recurrent pilot simulator training including 100% proficiency check if simulator used meets at least the requirements for Level C as defined in AC 120-40 (as amended).

(3) Recurrent pilot flight training including 15% proficiency check when required and when all flight training is to be conducted in the aircraft.

(g) Initial Pilot/Flight Engineer Qualification: The contractor shall provide the aircraft and/or simulator training necessary to enable the FAA pilot/inspector who possess an Airline Transport Pilot (ATP) Certificate, to pass both pilot-in-command (PIC) and flight engineer (FE), if applicable, practical tests to ATP standards for a type rating on subject airplane, in

accordance with FAR Part 121, an FAT-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

- (1) Initial pilot/flight engineer qualification ground school.
- (2) Initial pilot/flight engineer qualification simulator training including 100% practical test for students who possess necessary prerequisites required by the contractor's approved training program.
- (3) Initial pilot/flight engineer qualification simulator training including 85% practical test for students who do not meet requirements for 100% practical test.
- (4) Initial pilot/flight engineer qualification flight training including 15% practical test for students not meeting the requirements for 100% practical test in the simulator and when all flight training is to be conducted in the aircraft.

(h) Recurrent Pilot/Flight Engineer Qualification: The contractor shall provide the ground school, simulator and/or aircraft training necessary to enable the FAA pilot/inspector to pass both Pilot in Command and Flight Engineer, if applicable, proficiency checks to ATP standards in accordance with the applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

- (1) Recurrent aircraft systems ground school.
- (2) Recurrent pilot/flight engineer simulator training including 100% proficiency check if simulator used meets at least the requirements for Level C as defined in AC 120-40 (as amended).
- (3) Recurrent pilot/flight engineer flight training including 15% proficiency check when required and when all flight training is to be conducted in the aircraft.

(i) Supplementary Training Hours: The contracting officer may authorize hours in addition to those specified under Initial and Recurrent Pilot Qualification Training when required by the individual pilot/inspector to successfully complete type rating practical tests or proficiency checks. These hours shall be provided at the prices set forth in the item entitled "Supplementary Training Hours", Part I, Section B. In the event that any FAA pilot/inspector passes the applicable test(s) in less time than the hours indicated in the Schedule, or partially completes training, the contractor shall be paid the rate stated, less a pro rata credit for the unused time at the supplementary rate.

(j) Differences Training (if applicable): The contractor shall provide all training necessary for both pilot and flight engineer, if applicable, pursuant to FAR Part 121.418, in accordance with the contractor's FAA-approved training program, and the terms and conditions provided herein. Flight training shall conform to the principle of "Crew Concept". Types of training may include the following categories:

- (1) Aircraft systems ground school.
- (2) Training device
- (3) Simulator
- (4) Flight training.

**C.4 GENERAL TRAINING REQUIREMENTS (FEB 1997)**

**CLA.1258**

(a) All instruction must comply with the contractor's existing training program that has been approved by the FAA under Federal Aviation Regulations (FAR) Part 121, 135, 141, or 142 as appropriate. Although the FAA requires minimum hours for training, which may not be the exact hours in the contractor's, approved program, the contractor is requested to supplement systems training to meet the required minimums. The contractor is expected to exercise its best training efforts.

(b) Simulator training, if applicable, shall begin within one working day after satisfactory completion of ground school. Flight training shall begin within one working day after completion of ground school or simulator training, if applicable. The flight training shall be scheduled so as to accomplish not less than 1.5 hours and not more than 4.0 hours per inspector per training day. Flight/Simulator training may be integrated with ground school training if it is a part of the contractor's program. All training periods, including briefing and debriefing periods, must be completed no later than midnight and no training, including pre-flight briefing, shall begin before 6 a.m. In unusual circumstances, such as equipment malfunction, weather, etc., exceptions to the training hours may be made if it is for differences, recurrent, or supplemental training and is specifically approved by the FAA Contracting Officer.

(c) Ground school instruction shall be presented by a qualified instructor in a classroom environment. If Computer-Based Instruction (CBI) is used to accomplish ground school training then the following requirements shall be met:

(1) Inspectors shall receive a thorough briefing on the operation and use of the CBI equipment.

(2) At least one instructor shall be present or readily accessible by telephone to resolve any problems or questions that the inspector may have regarding the material presented in the CBI program.

(3) All material presented by CBI shall be reviewed and reinforced by a qualified instructor in classroom discussion or one-on-one with the inspector.

(d) Flight and simulator training shall conform to the principle called "Crew Concept".

(e) The contractor shall contact the appropriate FAA District Office in order to arrange for the applicable check to be given by an FAA inspector qualified in the aircraft, and shall make the simulator/aircraft and appropriate personnel available for the purpose of administering the applicable check(s) required. If the local FAA District Office is unable to provide a qualified inspector for the required check(s), the contractor shall immediately notify the Contracting Officer's Technical Representative (COTR).

(f) The Government will designate those of its personnel who are to report to the contractor for training. In the event the FAA pilot/inspector fails to report as scheduled, the contractor shall promptly notify the FAA designated Training Coordinator (TC).

(g) The contractor shall provide all training necessary to enable the FAA inspector to pass the appropriate pilot practical test or proficiency check as applicable.

(h) If the FAA inspector has not passed the applicable pilot practical test or proficiency check after completion of the training outlined in the schedule and in accordance with the specifications herein, the contractor shall withhold further training and promptly notify the contracting officer, who has the authority to authorize additional training. In the event such FAA inspector does not complete the full course provided for in the schedule, the contractor

shall invoice the FAA for only that pro rata portion of training actually completed as certified on the Certificate of Training, Appendix "A".

(i) The contractor shall notify the TC of the FAA pilots/inspectors' completion status within 5 working days after completion of the training program.

(j) Upon completion of all training, the contractor shall issue a Certificate of Training. The FAA inspector shall sign the certificate certifying the type of training provided, specific dates, and the duration of such training. The certificate shall conform to the format of Appendix "A" hereof. One copy of each such certificate shall be submitted to the designated TC.

(k) The contractor shall furnish all training aids/facilities that meet the following minimum requirements:

(1) Sufficient chalkboards or blackboards for effective teaching shall be provided.

(2) All training aids, including any audio-visuals, mockups, charts or aircraft components listed in the approved training course outline must be accurate and appropriate to the course for which they are used.

(3) The classroom shall be well lighted.

(4) Pilots/inspectors shall be seated at suitable tables that provide sufficient space for writing and accomplishing assigned tasks.

(5) The classroom shall be kept clean.

(6) Sanitary rest-room facilities shall be available within convenient distance of the classroom.

(7) The classroom facilities shall be adequately ventilated, heated in winter, and cooled in summer.

(8) Ambient noise shall be below the distraction point. The instructor's voice level shall be easily heard from any position in the classroom.

(9) Contractor shall comply with safety standards specified by the National Electrical Code, the National Fire Code, and the United States of American Standards Institute in conducting contract training.

(10) Local environmental distractions adversely affecting student learning shall be eliminated.

(11) A copy of the Aircraft Flight Manual shall be provided each FAA pilot/inspector upon first enrollment (Initial or Recurrent) in a training course for this type aircraft and shall be retained by the FAA inspector. A "Flight Training Manual" utilized in the contractor's training program that is at least equal in content and quality to the Aircraft Flight Manual will be an acceptable substitute. Revisions to the manual shall be provided each FAA inspector on subsequent assignment to recurrent training. Such manuals and revisions shall be included within the prices set forth in Part I, Section B, Supplies and Services and Prices/Costs.

(12) A copy of the training outline, training schedule and description of all maneuvers and procedures to be conducted in the training course.

(13) An FAA-approved simulator of the type specified in Part I, Section B, if applicable.

(14) Sufficient aircraft inventory for use in the training course to ensure availability of back-up aircraft when maintenance is necessary. All aircraft shall be airworthy and certificated in the normal or provisional category by the FAA.

(15) Experienced instructors who have a thorough knowledge of the aircraft systems, normal and emergency procedures and operational techniques. All instructors used in flight training under this contract shall be authorized by the contractor to conduct all maneuvers and procedures required.

(16) Any and all other equipment and services necessary to provide such operational ground training, ground and airborne "checkout" of the aircraft, takeoff and landing instructions, and flight maneuvers, as pertinent to enable FAA inspectors to qualify for certifications, type ratings, and/or proficiency checks, as required in the Schedule.

(l) The contractor's personnel, alone, shall be in command of the aircraft utilized in contract performance. At no time shall a FAA pilot/inspector be permitted to assume such command, except when solo flight is required to comply with FAR Part 61 or 141 requirements.

(m) The contractor shall provide all fuel, oil, landing fees, storage, and tiedown service. The contractor shall pay for all these items and for any others related to operation and utilization of each aircraft provided by the contractor for training hereunder; reimbursement for which shall be deemed included in the contract price.

(n) Each aircraft provided by the contractor shall be operated and maintained in accordance with applicable FAA regulations.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE** (September 2002)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

## **PART I - SECTION D - PACKAGING AND MARKING**

NOT APPLICABLE

## **PART I - SECTION E - INSPECTION AND ACCEPTANCE**

**NOTICE:** The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1.1.

3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT  
(APRIL 1996)

**PART I - SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 AUTHORIZED PERFORMANCE (JAN 1997)**

**CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

**F.2 PRINCIPAL PLACE OF TRAINING (JAN 1997)**

**CLA.0180**

The contractor shall enter below the principal place of performance where ground school training will be conducted. In the event simulator training and/or the flight training are conducted at a location other than where the ground school is located, the contractor shall furnish all necessary transportation to these location(s). If air transportation is arranged by the contractor, such transportation shall consist of a confirmed reservation in "coach" class as a minimum for each student.

Type of Training	Location (City and State)
Ground School	<u>Louisville KY</u>
Flight Training Device	<u>Louisville KY</u>
Flight Simulator Training	<u>Louisville KY</u>

**F.3 TRAINING SCHEDULE (FEB 1997)**

**CLA.0241R**

(a) The contractor shall start the training described in this contract within 30 calendar days after receipt of either an oral or written notice from the Contracting Officer that a requirement exists to furnish such training.

(b) Exact training dates will be by mutual agreement of both parties. The following is the best quarterly estimate at this time and may be revised during the contract period.

FY 04	3rd Qtr	2 Initial	2 Recurrent
	4th Qtr	0 Initial	0 Recurrent
FY 05	1 <sup>st</sup> Qtr	0 Initial	0 Recurrent
	2nd Qtr	0 Initial	0 Recurrent
	1 <sup>st</sup> Option Year	2 Initial	2 Recurrent
	2 <sup>nd</sup> Option Year	2 Initial	2 Recurrent

(c) In the event of conflict, such as equipment malfunction, weather, unavailability of FAA pilots or aircraft training dates will be rescheduled to other mutually agreeable dates.



(d) Travel and related costs associated with rescheduling of flight training for both the FAA pilot/inspector and the contractor flight instructor will be reimbursed in accordance with Part I, Section H.2, "Reimbursement of Travel Costs", CLA.4531.

**F.4 CHANGE TO INDIVIDUAL DELIVERY ORDER  
SCHEDULE (JAN 1997)**

**CLA.1137**

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

**F.5 CONTRACT PERIOD (JAN 1997)**

**CLA.1604R**

The effective period of this contract is 1 year from the date of award, plus two 1-year options, if exercised.

**NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1.1.**

3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)  
3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)  
3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)

**PART I - SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

**G.2 OPTION TO EXTEND SERVICES (JAN 1997)**

**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

**G.3 INVOICING PROCEDURES - PILOT TRAINING (MAR 2003)****CLA.2912**

(a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit the following documentation as part of each invoice:

- (1) a completed and signed "Certificate of Training - Appendix A," for each student, signed by both the contractor and the FAA pilot trained;
- (2) detailed invoice(s) for training provided, depicting:
  - (i) student name(s),
  - (ii) contract number and applicable delivery order number,
  - (iii) noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided,
  - (iv) extended totals for invoiced quantities.

(b) Payment to the contractor for completed training shall be limited to, and computed upon the per-student fixed rate set out in the Section B Schedule(s). Fractions of hourly performance shall be prorated in accordance with the contractor's standard accounting procedures for abbreviated or supplemental training. Payment for flight hours shall be computed upon aircraft "Flight Time," as defined in the clause entitled "Definitions."

(c) Properly executed "Certificate of Training - Appendix A," and invoice(s) shall be mailed as follows:

Original Invoice(s) to: FAA, Financial Operations Division (AMZ-100)  
 P.O. Box 25710  
 Oklahoma City, OK 73125-4913

Appendix A and one

copy of invoice(s) to: FAA, Contracts Administration Section (AMA-260)  
 P.O. Box 25082  
 Oklahoma City, OK 73125

**PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY,  
 OR DEATH OF FAA STUDENTS (JAN 1997)**

**CLA.0148**

Procedures for communicating student absences, serious illness, injuries, or death to a FAA student shall be as follows:

(a) In the event that a FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.

(b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.

(c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.

(d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

**H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE  
DISPUTE RESOLUTION (APRIL 1998)**

CLA. 4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

**PART II - SECTION I - CONTRACT CLAUSES**

**I.1 AVAILABILITY OF AIRCRAFT (JAN 1997)**

CLA.1029

(a) Should the aircraft intended for training purposes under this contract become unavailable, the contractor shall review all available aviation-related sources to acquire a replacement aircraft. Competition shall be sought to the maximum degree possible. The contractor shall make all reasonable efforts to acquire a replacement aircraft within 90 days of the date that the original training aircraft became unavailable. If the contractor is unable to acquire another aircraft that is acceptable for flight training, the contractor shall notify the contracting officer and furnish the same with a written summary of:

(1) the contacts made by the contractor in seeking a replacement aircraft, and

(2) the responses to inquiries made by the contractor.

Upon the contractor's notification to the contracting officer, the FAA may likewise review alternative sources for a suitable replacement, suggest possible sources to the contractor, and/or furnish an aircraft as Government-Furnished Property (GFP).

(b) The inability of the contractor to acquire a replacement aircraft, following the exhaustion of all reasonably viable sources, shall be regarded as beyond the control of the contractor and not due to negligence on the part of the contractor, and will not be a basis for termination of the contract for default. If this situation does occur, the Government will have the following options:

(1) continue the contract with ground school and simulator training at the rates specified in Part I, Section B, less all costs associated with the flight portion of the training (e.g., aircraft rental/lease, flight instructor, etc.).

(2) terminate the contract for convenience in accordance with AMS 3.10.6-1, Termination for Convenience of the Government (Fixed-Price) as applicable in Part II, Section I. Termination for convenience due to aircraft unavailability shall not be a basis for claims for compensation other than that already owed to the contractor for training completed prior to termination.

**1.2 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997) CLA.1035**

Oral and written telecommunication orders are authorized. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

**1.3 RISK AND INDEMNITIES (DEC 1997) TAR 1252.228-72**

The Contractor hereby agrees to indemnify and hold harmless the Government, its officers and employees from and against all claims, demands, damages, liabilities, losses, suits and judgments (including all costs and expenses incident thereto) which may be suffered by, accrue against, be charged to or recoverable from the Government, its officers and employees by reason of injury to or death of any person other than officers, agents, or employees of the Government or by reason of damage to property of others of whatsoever kind (other than the property of the Government, its officers, agents or employees) arising out of the operation of the aircraft. In the event the Contractor holds or obtains insurance in support of this covenant, evidence of insurance shall be delivered to the Contracting Officer.

**1.4 EXCEPTION TO CLAUSE 3.2.4-19, REQUIREMENTS (OCTOBER 1996)**

Notwithstanding the requirements of paragraph (c) of Clause 3.2.4-19, Requirements, FAA Inspectors assigned to certificate management responsibilities of an aircraft under the Air Traction Oversight System (ATOS) are excluded from the Schedule specified in this contract.

**3.2.4-16 ORDERING (OCTOBER 1996)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from during the effective period of the contract stated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum hours required to train one inspector, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of two pilots/ inspectors;

(2) Any order for a combination of items in excess of the estimated annual requirement; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### 3.2.4-19 REQUIREMENTS (OCTOBER 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

**3.2.4- 34            OPTION TO EXTEND SERVICES (APRIL 1996)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

**3.2.4-35            OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years, six months.

**3.3.1- 11            AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)**

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**3.10.1- 22           CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JULY 1996)**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

**NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1.1.**

- 3.1.7-2            ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)
- 3.2.2.3-33       ORDER OF PRECEDENCE (JANUARY 1999)
- 3.2.2.7-6        PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 1996)

3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)  
 3.2.5-3 GRATUITIES OR GIFTS (JANUARY 1999)  
 3.2.5-4 CONTINGENT FEES (OCTOBER 1996)  
 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 1996)  
 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL  
 TRANSACTIONS (JUNE 1999)  
 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)  
 3.2.5-11 DRUG FREE WORKPLACE (APRIL 1996)  
 3.3.1-1 PAYMENTS (APRIL 1996)  
 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)  
 3.3.1-9 INTEREST (APRIL 1996)  
 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)  
 3.3.1-17 PROMPT PAYMENT (JANUARY 2003)  
 3.3.1-25 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT -  
 CENTRAL CONTRACTOR REGISTRATION (CCR) (JUNE 2001)  
 3.4.2-6 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO  
 (OCTOBER 1996)  
 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES--SEALED BID AND CERTAIN NEGOTIATED  
 CONTRACTS (APRIL 1996)  
 3.6.2-2 CONVICT LABOR (APRIL 1996)  
 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)  
 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS  
 (JANUARY 1998)  
 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH TIE (APRIL 2000)  
 3.6.2-14 EMPLOYMENT ON SPECIAL DISABLED VETERANS & VETERANS OF  
 VIETNAM ERA (JANUARY 1998)  
 3.6.3-2 CLEAN AIR AND CLEAN WATER (APRIL 1996)  
 3.9.1-1 CONTRACT DISPUTES (NOVEMBER 2002)  
 3.9.1.2 PROTEST AFTER AWARD (AUGUST 1997)  
 3.10.1-7 BANKRUPTCY (APRIL 1996)  
 3.10.1-12 CHANGES--FIXED-PRICE (APRIL 1996) ALTERNATE I (APRIL 1996)  
 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)  
 (OCTOBER 1996)  
 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)

### **PART III - SECTION J - LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Certification of Training Appendix A (supersedes all Previous Appendix A Forms. Previous forms are no longer usable.	10/1/98	3

## CERTIFICATE OF TRAINING - APPENDIX A

This **Certificate** of Training for pilots and flight engineers shall be prepared by the contractor and **furnished** to the FAA as evidence of completion of training for the student indicated.

**RETURN OF AN ACCURATELY COMPLETED CERTIFICATE OF TRAINING IS ESSENTIAL SINCE CERTIFICATION FOR PAYMENT UNDER THE CONTRACT CANNOT BE MADE UNTIL THIS CERTIFICATE IS RECEIVED - - - CERTIFICATE MUST HAVE THE SIGNATURE OF THE STUDENT, CONTRACTOR, AND RECEIPT OF THE COURSE FLIGHT, SIMULATOR, AND GROUND SCHOOL HOURS COMPLETED - - -**

As soon as the training has been completed, the contractor shall return **this** certificate together with the other items specified in the Payment Clause to the following address:

FAA Mike **Monroney** Aeronautical Center  
 FAA Academy - **ATTN:** Contracts Administration Section, **AMA-260**  
 P.O. Box 25082  
 Oklahoma City, Oklahoma 73125

CONTRACTOR: \_\_\_\_\_ CONTRACT NO.: **DTFA-02-**\_\_\_\_\_

COURSE: \_\_\_\_\_ DELIVERY ORDER NO.: **DTFA-02-**\_\_\_\_\_

TYPE OF FLIGHT CHECK COMPLETED (circle)		
Initial Qualification	Recurrent Qualification	Other (specify) _____

TRAINING COMPLETION DATES:		TOTAL TRAINING HOURS	
GROUND SCHOOL _____		_____ Hours	
	PIC	RT SEAT / OBS / F.E.	
SIMULATOR _____		_____ Hours	
FLIGHT _____		_____ Hours	
COMPLETION STATUS (circle one):    PASS       FAIL <b>WITHDRAW</b> WCOMPLETE			
STUDENT INFORMATION			
FAA STUDENT (Please Print)	REGION and OFFICE	FAA CREW NUMBER	MEDICAL INFO. Class    Issue Date

I certify that I received the ground school, simulator, and flight time as reported herein.

STUDENT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

CONTRACTOR OFFICIAL SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**\*NOTE: FAA Student: Your signature certifies that you received the flight, ground school, and simulator time as indicated. Payment will be made from this document. Please complete the course evaluation I course information data on pages 2 and 3.**

**\*\*\*NOTE: ANY TRAINING TIME (PER INDIVIDUAL) ABOVE AND BEYOND THAT SPECIFIED BY THE ABOVE REFERENCED CONTRACT / ORDER NUMBER REQUIRES ADVANCE APPROVAL FROM THE CONTRACTING OFFICER.**





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# FAA ACADEMY

## End-of-Course Evaluation

Course: Class: Training Org: 

Shade circles like this:   
 Not like this: 

Do not write outside boxes.

The FAA Academy wants your candid opinions. Your feedback will help us provide the best possible products and services.

Please rate the course on the following factors:

	Highly Satisfactory	Satisfactory	Somewhat Satisfactory	Slightly Satisfactory	Not At All Satisfactory	N/A
Length of course.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Depth of information.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pace of training.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Clarity of objectives.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Relevance to your job.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sequence of content.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Opportunity to practice.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Suitability of course materials.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Effectiveness of instructors.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Equipment.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Facilities.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
OVERALL QUALITY.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

If any area needs improvement, what specific change(s) would you suggest?

Rate how well the **training** met your needs: ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ N/A

If you selected "Fair" or "Poor," please explain.

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**COMMENTS:** (Please categorize any comment by printing it in the appropriate space and darkening the circle.)

☐ Suggestion

☐ Complaint

☐ Compliment

☐ Other

**REMINDER:** Did you darken the circle of each comment? **THANK YOU!**